

V.O. CHIDAMBARANAR PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT

No.GAD-OGAG1-EST-ORGST-V1-18-15196-D.1637

Date: 20/10/2021

Engagement of Manager (Corporate Legal) on contract

V.O. Chidambaranar Port Trust, Tuticorin intends to engage 1 (one) Manager (Legal Corporate) on contract basis against monthly consolidated remuneration of Rs.60,000/-, for a period of three years and further extendable by two years, subject to review of performance and requirement. Eligibility criteria and terms & conditions are set out below:-

(i)	Age	Upto 40 years Relaxable in deserving cases
(ii)	Qualifications	<u>Essential:</u> Degree in Law from a recognized National/International University <u>Desirable:</u> Master's degree in Corporate / Maritime Law from a recognized National / International University.
(iii)	Experience	<u>Essential:</u> 5 years work experience in legal wing of Corporates. <u>Desirable:</u> Experience in Port/Shipping Sector/Infrastructure. Practicing experience as an Advocate.
(iv)	Desirable	(i) Familiarity with computer applications (ii) Knowledge of local language

2. A brief job description:-

The concerned incumbent may be required to handle the following areas of work:-

- ❖ Liaise with relevant department to ensure where legal risks have been identified, appropriate course of action have to be taken.
- ❖ Continuously monitor compliance with statutory obligations and advise management accordingly.

- ❖ Review progress of outstanding litigation and liaise with the external lawyers etc.
- ❖ Vetting and drafting of legal documents like Court/ Tribunal related Documents, deed, agreement, MoU, Tender document, etc.
- ❖ Daily monitoring of cases of the port pending before various legal forums.
- ❖ Rendering legal Opinion on the issues referred. Monitoring and Adherence to the time Limitation fixed by various legal forums and Under the Limitation Act, w.r.t port related case.
- ❖ To handle court cases in service matters and co-ordination with Legal Division and concerned Lawyers.
- ❖ All other ancillary Legal matters and related work as may be assigned by a Superior Officer.

3. The candidates fulfilling the eligibility criteria should forward the applications in the prescribed proforma (Annexure-I) along with requisite documents testifying their credentials viz, age, Educational and Professional Qualifications certificates, Experience etc. to Secretary, V.O. Chidambaranar Port Trust, Administrative Office, Bharathi Nagar, Tuticorin -628 004 by speed post/registered post on or before 22/11/2021. Applicants should submit one set of photocopies of the following documents along with the applications:-

- (i) Age Proof Certificate
- (ii) Educational and Professional Qualification Certificates
- (iii) Experience Certificate.
- (iv) 2 recent passport size photographs
- (v) Photo identity card (Aadhar Card/ Voter/PAN Card/ Passport/Driving, License etc.) in original.

4. All shortlisted candidates shall be intimated about status of candidature and selection process through their registered e-mail ID/Telephone No.

5. The terms and conditions for the above engagement are enclosed as Annexure - II.

6. Applications received beyond the due date will be summarily rejected and candidature of such applicants will not be considered.

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20/10/21.
Secretary i/c.

**V.O.CHIDAMBARANAR PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT**

APPLICATION FOR THE POST OF _____

PROFORMA

1. Name of the Applicant :
2. Father's/Husband Name :
3. Date of Birth & Present age :
4. Address for communication with Telephone/Mobile No. E-mail ID :

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5. Academic and Professional Qualifications :
(Copy of Marks Sheets & Supporting documents to be enclosed)

Exam/Degree	Year of Passing	Name of Instt./ Board/University	Marks Aggregated	Percentage

(Attach separate sheet, if required)

6. Employment History and Experience:

Name of the Ministry / Dept./ Govt. Organization/ Autonomous Body/ Company/ Corporation	Designation	Pay scale	Whether post is held on regular or ad-hoc basis	Period		Nature of work in brief
				From	To	

(Attach separate sheet, If required copy of experience certificates with indications of start date & end date to be enclosed)

7. Please mention details of appreciation/outstanding work done, if any, which was duly recognized by the higher authority

Contd.....2

8. Enclosures (Please mention) :

9. Declaration :

I, hereby, solemnly declare that all the statements made in the above proforma are true and correct to the best of my knowledge and belief.

Place:

Date:

SIGNATURE.....

Name and Address of the Applicant

Terms and Conditions for Contractual Engagement in Manager (Corporate Legal) in
V.O. Chidambaranar Port Trust

1. **Period of engagement:** Contractual engagement is for a period of three years from the date of reporting to duty and it will automatically come to an end on expiry of the contract period unless, otherwise, extended by the Port in writing (maximum two years) and in such case, no notice will be issued.
2. **Consolidated Pay:** He / She will be paid a consolidated remuneration of Rs.60000/- per month and no other service benefits will be paid. TDS as applicable will be deducted from the consolidated remuneration as per the extant Rules / IT Act. The remuneration will be paid as per the attendance recorded. Unauthorized absence / absence without leave will be treated as 'no work no pay' and accordingly, proportionate amount will be deducted from monthly remuneration.
3. **Place of Posting:** The place of posting will be in the Legal Section of General Administration Department at VOC Port Trust or as may be decided by the Competent Authority, but during the course of the tenure, you shall be liable to be posted/transferred anywhere to serve any of the projects. He/ She shall report to the Secretary, VOCPT.
4. **Hours of Work:** He/ She shall be required to work during normal working hours of the Port and such extended hours as necessary for proper discharge of his/her duties. He/ She is also expected to work for additional hours depending on the necessity and urgency of work, for which no additional remuneration will be paid. He/ She will be required to work on holidays, if called upon to do so.
5. **Leave/ Holidays:** (i) He /She is not entitled to avail any other kind of leave, except for one day paid leave in a month in addition to weekly off and holidays. (ii) No claim will be entertained for encashment of un-availed portion of leave for the reason whatsoever. (iii) In case of absence for a continuous period of 10 days without the prior approval of the HoD, the contractual engagement shall automatically cease to exist without any notice or intimation.
6. **Job Role & Responsibility:** The job roles are those as may be assigned by the Head of department concerned / Port, based on requirements from time to time. He /She shall perform to the best of his/her ability in respect of all the duties as assigned from time to time.

- 7. Accommodation and Transportation:** Based on the availability, the quarters in the Port Colony may be allotted on request on payment of rental charges. The rent plus electricity and water charges at the rate, as prescribed for contractual engagement from time to time, will be recovered from the monthly remuneration. The Port will not provide any transportation facilities.
- 8. Medical Facilities:** He/She will be entitled to avail Medical benefits in the Port Hospital to the extent of OPD facility only for self.
- 9. Port property:** He /She should always maintain Port properties, which may be entrusted to him/her for official use during the course of engagement in good condition and shall return all such properties to the Port before relinquishment to the Reporting Officer or the Authorized Officer, failing which the cost/ any other charges of the same will be recovered from him/her by the Port.
- 10. Borrowing/Accepting Gifts:** He/ She should not accept any gift in cash or kind or reward or compensation or any sort of gratification in cash or kind from any individual / organization / firms/ etc. or he/ she should not be under pecuniary obligation to any person/client with whom he/she is having official dealings with the Port.
- 11. Pre-Closure or Extension:** The Port management reserves the right for pre-closure or extension of the period of contractual engagement. In case of pre-closure, no notice pay or retrenchment compensation will be paid to him/her by the Port.
- 12. Termination:**
 - (i) The engagement of service can be terminated by the Port, without assigning any reason, by giving him/her not less than one month's prior notice in writing. In such case, no compensation or payment for remaining period of contract will be paid by the Port
 - (ii) He/ She may terminate the engagement of service with the Port, without any cause, by giving not less than three months' prior notice during the subsistence of the contractual period.
 - (iii) If at any time, the declaration given or information furnished by the candidate is proved to be false or if the candidate is found to have willfully suppressed any material information for securing the job, he/she will be terminated forthwith without notice, apart from any other action, as may be deemed fit by the Port.
 - (iv) The Port reserves the right to terminate his/her engagement summarily without any notice period, if it has reasonable ground to believe him/her guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss/damage to the Port.

(v) On the termination of his/her contractual service for reason, whatsoever, he/she shall return to the Port, all property, documents and papers, both original and copies thereof, including soft copies, any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data, etc, and Confidential Information etc., in his/her possession.

13. Discipline & Obligation:

- i) He/She shall always maintain absolute integrity and devotion to duty and shall not have private dealings with employees of the Port or any other agency, which have business associations with the Port. He/She shall devote full attention to the best of ability towards work and shall not take any part time assignments or pursue any course of study whatsoever, without prior permission of the Port.
- ii) He/ She must always maintain the highest degree of confidentiality and keep confidential, the records, documents and other Confidential Information relating to the Port, which may be known or confined to him/her by any means during the subsistence of the Contract and even after termination of the engagement.
- iii) He /She shall not engage himself/herself in any other work, either on payment or in honorary capacity in any other organization, during the period of his/her engagement on contractual basis in the Port without prior approval of the Port.
- iv) Breach of the conditions of this engagement will render him/her liable for termination from the Port, in addition to any other action, as may be deemed fit.

14. Notice: Notice, if any may be sent by the Port at the address / email intimated by him/her at the time of joining or vice versa, at Port's Administrative Office address.

15. Settlement of Disputes: In the event of dispute, if any, arising out of this contractual engagement, the interpretation and decision of the Chairman, VOCPT, will be final and binding.

It shall be clearly understood and agreed that this contractual engagement shall not accord the status of a regular employee of VOCPT or any entitlement to the privileges/benefits available to the regular employees of the Port.

16. Governing Law/Jurisdiction: His/Her engagement with the Port is subject to Indian Laws. Disputes, if any, will be under the jurisdiction of Madurai Bench of Madras High Court only.

17. Service Agreement Bond: He /She shall execute a Bond on a non judicial Stamp Paper of value not less than Rs.100, in the prescribed format (**Annexure III**).

18. The entitlements/privileges/benefits available to the regular employees of the Port is not available to the employees working on contract basis.

SERVICE AGREEMENT BOND

(On non – judicial Stamp Paper of value not less than ₹ 100/-)

I _____ son/daughter/wife of _____
_____ permanent resident of _____
_____ (Full address) and presently residing at _____ (Full address) engaged as _____ in _____ department of V.O.Chidambaranar Port Trust, on contractual basis for a period from _____ to _____ vide Engagement Letter No. _____ dated _____, do hereby undertake that:

1. I shall be serving the _____ Department of V.O.Chidambaranar Port Trust for a period of years from _____ to _____
2. I shall abide by all the Terms & Conditions enumerated in the Engagement Letter referred above. I shall neither claim regular employment nor the privileges/benefits applicable to the regular employees of the Port.
3. In the event of myself terminating the contract before the completion of aforesaid period without prior notice as per terms and conditions, I shall forthwith pay to the V.O.C Port Trust an amount equivalent to my notice period.

Date:

Signature

Place:

Witnesses (with name and full address)

2.